

DATE: OCTOBER 3, 2003

TO: ALL INTERESTED PARTIES

**RE: FOOD, BEVERAGE AND RETAIL
 CONCESSION CONTRACTS**

ADDENDUM NO. 3

**RFP PROCESS, INSTRUCTIONS AND
CONTRACT PROVISIONS
RFP Volume I**

Attached hereto and incorporated herein are revisions and clarifications regarding the RFP Proposal Instructions, Concession Specifications, Proposal Requirements, Financial Proposal Form and Contract documents.

QUESTIONS AND ANSWERS

Attached hereto and incorporated herein are updates to three (3) Questions and Answers regarding the RFP Concession Specifications and Proposal Requirements documents.

All other RFP terms and conditions remain unchanged. All proposers will be required to acknowledge receipt of this Addendum on the Financial Proposal Form. All RFP Addenda will become a part of the Contract.

Sincerely,

Tim McGuigan
Contracts / Legal Services Manager

Attachments

ATTACHMENT TO ADDENDUM NO. 3

RFP PROCESS, INSTRUCTIONS AND CONTRACT PROVISIONS RFP Volume I

OVERVIEW Part 2

Segment 5 – Cold Beverage Vending

Page 6, lines 14-15. Revise the first sentence of the paragraph to read as follows:

“For the first two years of the Contract Term, the minimum monthly Concession Fee for Cold Beverage Vending shall be fifty percent (50%) of gross sales, excluding sales tax.”

Segment 6 – Hot Beverage and Snack Vending

Page 6, lines 23-24. Revise the first sentence of the paragraph to read as follows:

“For the first two years of the Contract Term, the minimum monthly Concession Fee for Hot Beverage and Snack Vending shall be thirty percent (30%) of gross sales, excluding sales tax.”

Segment 7 – Game Vending

Page 6, lines 32-33. Revise the first sentence of the paragraph to read as follows:

“For the first two years of the Contract Term, the minimum monthly Concession Fee for Game Vending shall be fifty percent (50%) of gross sales, excluding sales tax.”

PROPOSAL INSTRUCTIONS

Part 3

PROPOSAL

Section 3

Section 3 of the RFP Proposal Instructions states that a proposer may only submit one (1) proposal per concession service segment. If a proposer desires to address the benefits of operating two (2) or more segments, it should do so within the text of the proposals for the affected segments, i.e., insert such information in the proposal for each concession segment that would be affected by such combined operation. As such, proposers need not submit completely independent proposals for consideration of combined segments.

As specified in RFP Addendum No. 2, proposers may submit one or more alternate Financial Proposals, if needed to correspond to the specified / selected service segments or combinations thereof.

CONSIDERATION OF PROPOSALS

Section 22

Consistent with the intent of Paragraph B in Section 22, if WSF does not receive a proposal for one (1) or more concession service segments under this RFP, or otherwise does not enter into a Contract for such service segment(s), WSF reserves the right to directly negotiate such a Contract with any firm, whether a proposer for a service segment under this RFP or another firm. Such negotiation may be without a further competitive proposal process, provided the major terms and conditions are substantially the same as provided in the RFP. Such additional Contract(s) may occur at any time during the period of one (1) year after execution of the final Concession Contract awarded under this RFP.

CONCESSION SPECIFICATIONS

Part 4

ON-SHORE FOOD AND BEVERAGE

Segment 2

and

FAST FOOD

Segment 4

If a proposer for Segment Nos. 2 and/or 4 is interested in providing concession services on the passenger deck level at Colman Dock – Pier 52, in space other than (or additional to) the spaces identified by WSF, then the proposer should identify such in its proposal. WSF is willing to consider alternate, retail use of the office space at the east end of the passenger level, so long as the proposed use is financially attractive and does not interfere with WSF operational requirements at Colman Dock –Pier 52.

ON-SHORE FOOD AND BEVERAGE

Segment 2

DESCRIPTION OF PREMISES

Section C

COLMAN DOCK

Page 13, lines 32-37. Revise the final sentence of the paragraph to read as follows:

In the event that WSF determines the Concession Contract must be terminated to allow for the construction activity, the Concessionaire will be reimbursed for the unamortized asset value of agreed capital improvements, as of the effective date of termination. For purposes of reimbursement, such improvements shall be amortized on a straight-line basis over the remaining Contract term following construction or installation.”

NEWS, BOOKS & CONVENIENCE
Segment 3

COLMAN DOCK

Page 23, lines 25-30. Revise the final sentence of the paragraph to read as follows:

In the event that WSF determines the Concession Contract must be terminated to allow for the construction activity, the Concessionaire will be reimbursed for the unamortized asset value of agreed capital improvements, as of the effective date of termination. For purposes of reimbursement, such improvements shall be amortized on a straight-line basis over the remaining Contract term following construction or installation.”

FAST FOOD
Segment 4

COLMAN DOCK

Page 31, lines 22-27. Revise the final sentence of the paragraph to read as follows:

In the event that WSF determines the Concession Contract must be terminated to allow for the construction activity, the Concessionaire will be reimbursed for the unamortized asset value of agreed capital improvements, as of the effective date of termination. For purposes of reimbursement, such improvements shall be amortized on a straight-line basis over the remaining Contract term following construction or installation.”

COLD BEVERAGE VENDING
Segment 5

CONCESSION FEE
Section E

Page 38, lines 4-5. Revise the first sentence of the paragraph to read as follows:

“For the first year of the Contract Term, the minimum monthly Concession Fee for Cold Beverage Vending shall be fifty percent (50%) of gross sales, excluding sales tax.”

HOT BEVERAGE AND SNACK VENDING

Segment 6

CONCESSION FEE

Section E

Page 41, lines 17-18. Revise the first sentence of the paragraph to read as follows:

“For the first year of the Contract Term, the minimum monthly Concession Fee for Hot Beverage and Snack Vending shall be thirty percent (30%) of gross sales, excluding sales tax.”

GAME VENDING

Segment 7

CONCESSION FEE

Section E

Page 45, lines 4-5. Revise the first sentence of the paragraph to read as follows:

“For the first year of the Contract Term, the minimum monthly Concession Fee for Game Vending shall be fifty percent (50%) of gross sales, excluding sales tax.”

PROPOSAL REQUIREMENTS

Part 7

FINANCIAL AND BUSINESS INFORMATION

Page 4, Paragraph No. 4. There is no Qualification Affidavit for this RFP. Accordingly, delete the entire text in Paragraph 4, and replace with the word “Vacant”.

COLD BEVERAGE VENDING

Segment 5

Page 25, lines 6 and 7. Paragraph 4. There is some duplicate text in Paragraph Nos. 4 and 5. Accordingly, in Paragraph 4, after the words “vending machines”, insert a period and delete the remainder of the sentence.

HOT BEVERAGE AND SNACK VENDING

Segment 6

Page 29, lines 6 and 7. Paragraph 4. There is some duplicate text in Paragraph Nos. 4 and 5. Accordingly, in Paragraph 4, after the words “vending machines”, insert a period and delete the remainder of the sentence.

FINANCIAL PROPOSAL FORM

Part 8

Electronic Form

In addition to the distribution plan for the revised Financial Proposal Form, as specified in RFP Addendum No. 2, WSF will e-mail the Financial Proposal Form to all firms that submitted Letters of Intent to WSF, as specified in the RFP.

RFP Addenda Acknowledgement

Page 4. In the event that a proposer submits a proposal prior to WSF’s final RFP Addendum, WSF shall send a comprehensive RFP Addenda Acknowledgement form to all firms that submitted a Letter of Intent to WSF. Signature and return of the form will evidence acknowledgement of all RFP Addenda.

CONCESSION CONTRACTS

RFP Volume II

ALL SEVEN CONCESSION CONTRACTS

Part 10

DESCRIPTION OF PREMISES

Article 1

At the end of the first paragraph in the Article, revise “RFP Volume II, Exhibits” to read “RFP Volume III B, Exhibits”.

ON-BOARD FOOD AND BEVERAGE CONCESSION CONTRACT
Segment 1

TABLE OF CONTENTS

Revise / correct the following Article title to read as follows:

“I. DESCRIPTION OF PREMISES”

ON-SHORE FOOD AND BEVERAGE CONCESSION CONTRACT
Segment 2

TABLE OF CONTENTS

Revise / correct the following Article titles to read as follows:

“VII. HOURS OF OPERATION AND MARKETING”
VIII. IMPROVEMENTS TO PREMISES
X. UTILITIES
XVII. DAMAGE TO PREMISES
XIX. ASSIGNMENT, SUB-CONTRACT
XXX. REDELIVERY OF PREMISES
XXXI. NOTICE AND APPROVAL”

UTILITIES
Article XI.

Page 16, lines 8-11. Revise the entire subparagraph 1 to read as follows:

“1. On the passenger / upper level at the Colman Dock Ferry Terminal, the **CONCESSIONAIRE** shall pay its prorated share for the usage, maintenance and repair of any / all utility services provided by **WSF** to the Concession Premises.”

Page 16, lines 13-16. Revise the entire subparagraph B to read as follows:

“B. **Kiosks / Carts**

At its sole expense, **WSF** shall furnish and maintain all utility systems serving any / all food and beverage kiosks or carts in the vehicle holding areas at **WSF** terminals, as may be authorized by **WSF**.”

FINES AND TERMINATION

Article XXIX

Page 37, lines 11-14. To make the Contract text consistent with the RFP Specifications, delete the entire text in the second paragraph of Paragraph 2, Damages, and replace with the following new text:

“In the event of such full or partial Contract termination, **WSF** shall not be liable for the **CONCESSIONAIRE’S** incidental or consequential damages, including, but not limited to, cost of inventory, lost profits and loss or interruption of business, except as follows. For a full Contract termination, the **CONCESSIONAIRE** shall be entitled to recover the cost for the unamortized asset value of agreed capital improvements, as of the effective date of termination. For purposes of this Article, such improvements shall be amortized on a straight-line basis over the remaining Contract term following completion of construction or installation.”

NEWS, BOOKS & CONVENIENCE CONCESSION CONTRACT

Segment 3

TABLE OF CONTENTS

Revise / correct the following Article titles to read as follows:

“XVII.	DAMAGE TO PREMISES
XXVI.	ACCOUNTING PROCEDURES
XXX.	REDELIVERY OF PREMISES
XXXI.	NOTICE AND APPROVAL”

FINES AND TERMINATION

Article XXIX

Page 38, lines 18 - 21. To make the Contract text consistent with the RFP Specifications, delete the entire text in the second paragraph of Paragraph 2, Damages, and replace with the following new text:

“In the event of such full or partial Contract termination, **WSF** shall not be liable for the **CONCESSIONAIRE’S** incidental or consequential damages, including, but not limited to, cost of inventory, lost profits and loss or interruption of business, except as follows. For a full Contract termination, the **CONCESSIONAIRE** shall be entitled to recover the cost for the unamortized asset value of agreed capital improvements, as of the effective date of termination. For purposes of this Article, such improvements

shall be amortized on a straight-line basis over the remaining Contract term following completion of construction or installation.”

FAST FOOD CONCESSION CONTRACT

Segment 4

FINES AND TERMINATION

Article XXIX

Page 37, line 1. Insert a new Paragraph B, Termination For Convenience, to read as follows:

“B. **Termination for Convenience**

1. Notice of Termination

WSF may, in its sole discretion, terminate this Contract in whole or in part, for convenience, upon at least six (6) months' prior written notice to the **CONCESSIONAIRE**; **Provided**, no such termination may become effective during the period May 1 through September 30, in any Contract year, due to peak seasonal traffic.

2. Damages

If this Contract is terminated for convenience, in full or in part, the **CONCESSIONAIRE** shall be liable only for payment in accordance with the provisions of this Contract for the concession services provided prior to the effective date of termination. If the termination is partial, payment for the remaining concession services shall be unaffected by such termination.

In the event of such full or partial Contract termination, **WSF** shall not be liable for the **CONCESSIONAIRE'S** incidental or consequential damages, including, but not limited to, cost of inventory, lost profits and loss or interruption of business, except as follows. For a full Contract termination, the **CONCESSIONAIRE** shall be entitled to recover the cost for the unamortized asset value of agreed capital improvements, as of the effective date of termination. For purposes of this Article, such improvements shall be amortized on a straight-line basis over the remaining Contract term following completion of construction or installation.”

Page 37, line 2. Re-number the former Paragraph “B”, Termination For Default, to read Paragraph “C”.

GAME VENDING CONCESSION CONTRACT
Segment 7

TABLE OF CONTENTS

Revise / correct the following Article title to read as follows:

“I. DESCRIPTION OF PREMISES”

RFP EXHIBITS
RFP Volumes III A and III B

TABLE OF CONTENTS

In the itemized content for RFP Volume III B, revise “On Board and Terminal Vending Revenue 1998-2003” to read “On Board, Terminal and Vending Revenue 1998-2003”.

QUESTIONS AND ANSWERS

The following are updated / revised Answers to Questions presented in RFP Addendum No.1. The Answers herein supersede and replace the former Answers in RFP Addendum No. 1.

[formerly Q/A No. 3 in RFP Addendum No. 1]

1. **Q.** Would WSF entertain any other vendors selling walk-up tickets?
A. Not at this time.

[formerly Q/A No. 8 in RFP Addendum No. 1]

2. **Q.** Is segment # 4 [Fast Food] locked in a union contract, now or later?
A. The Fast Food concession site at Colman Dock-Pier 52 is not subject to a labor / union contract. There are no other existing fast food operations at other WSF terminals.

[formerly Q/A No. 11 in RFP Addendum No. 1]

3. **Q.** The footprint of segment # 4 [Fast Food] is no where in the RFP. Where can I find it?
- A.** WSF has located the oversized, detailed drawings for the as-built McDonald's restaurant at Colman-Dock Pier 52. Interested parties may view the drawings at WSF's offices and make copies at their own expense (contact Tim McGuigan at 206.515.3601). Also, see the location of the restaurant shown in the Colman Dock – Pier 52 Restaurant Lease, Exhibit A.

(END)